

Staff Summary Report



Council Meeting Date: 07/10/03

Agenda Item Number: 27

SUBJECT: Approval of Arizona Criminal Justice Commission Grant Award for \$15,295.00 to the City of Tempe

DOCUMENT NAME: 20030710csjt01 **COMMUNITY SERVICE ADM (0701-01)**

SUPPORTING DOCS: Yes

COMMENTS: Funds provide assistance and emergency fund support to domestic violence, sexual assault, homicide, and other crime victims.

PREPARED BY: Judy Tapscott, Deputy Manager Community Services, Social Services: (480) 350-5432

REVIEWED BY: Tom Canasi, Community Services Manager: (480) 350-5305

LEGAL REVIEW BY: Ron Dunham, Assistant City Attorney (480) 350-8814

FISCAL NOTE: The amount of the award is \$15,295.00 for FY 2003-2004.

RECOMMENDATION: Approval of this grant award to provide valuable support services to domestic violence, sexual assault, and other victims of crime.



ARIZONA CRIMINAL JUSTICE COMMISSION
CRIME VICTIM ASSISTANCE PROGRAM
GRANT AGREEMENT

ACJC Grant Number VA-04-056
State Funded Grant Program

This Grant Agreement is made this 1ST day of July, 2003, by and between the ARIZONA CRIMINAL COMMISSION hereinafter called "COMMISSION" and CITY OF TEMPE , through CITY OF TEMPE CARE SEVEN hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on July 1, 2003 and terminate on June 30, 2004. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION sixty (60) days prior to the end of the award period.
2. The GRANTEE agrees that grant funds will be used to provide services to victims of crime as stated in the grant application.
3. The COMMISSION will monitor the performance of the GRANTEE against goals and performance standards outlined in the grant application. Sub-standard performance as determined by the COMMISSION will constitute non-compliance with this Agreement. The GRANTEE shall operate in a manner consistent with and in compliance with the provisions and stipulations of the approved grant application and this Agreement. If the COMMISSION finds non-compliance, the GRANTEE will receive a written notice which identifies the area of non-compliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding or permanently terminate this Agreement or revoke the grant. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
4. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the COMMISSION:

Arizona Criminal Justice Commission
1110 W. Washington Street, Suite 230
Phoenix, Arizona 85007
Attn: Program Manager

B. If to the GRANTEE:

CITY OF TEMPE CARE SEVEN
715 W. Fifth Street
Tempe, Arizona 85281
Attn: Mr. Tom Canasi

5. If the GRANTEE wishes to make budget adjustments or purchase equipment, written approval from the COMMISSION in advance is required.

| APPROVED LINE ITEM PROGRAM BUDGET | |
|--|--------------|
| Personnel Expenses | \$11,992 |
| Overtime | Not Approved |
| Employee Related Expenses (ERE) | \$3,303 |
| Consultant/Contractual | Not Approved |
| Travel In-State | Not Approved |
| Travel Out-of-State | Not Approved |
| Operating Expenses (Type: None) | Not Approved |
| Equipment (Type: None) | Not Approved |
| TOTAL | \$15,295 |
| Personnel Positions Funded: | |
| Crisis Intervention Specialist (1 PTE) | |

6. It is agreed and understood that the total to be paid by the COMMISSION under this Agreement shall not exceed \$15,295 in State funds. \$15,295 in local in-kind matching funds will be supplied by the GRANTEE from City funds
7. The GRANTEE understands that grant funds will be paid in monthly allotments through the grant period of award.
8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
9. The GRANTEE agrees to abide by State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.
10. The GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within 45 days of expiration of this grant.

11. The GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement as required pursuant to the approved record retention policy as mandated by the Arizona State Library, Archives and Public Records Management Division. All such documents shall be subject to inspection and audit at reasonable times.

Link: *Records, Retention and Disposition Manuals* <http://www.lib.az.us/records/forms/htm>

12. For the purpose of this grant a capital expenditure is \$5,000 or above. If the GRANTEE'S policy defines a capital expenditure as less than \$5,000, the GRANTEE will use its own policy.

13. The GRANTEE agrees to follow its own agency equipment disposition policies when the equipment is no longer needed for the grant program. If the GRANTEE has no policy, reference the *Uniform Accounting Manual for Arizona Counties* authorized by the Auditor General for disposition guidelines and guideline development.

Link: *Uniform Accounting Manual for Arizona Counties* <http://www.auditor.gen.state.az.us>

14. The GRANTEE agrees to maintain property records for equipment purchased with grant funds, perform a physical inventory and reconciliation with property records at least every two years or more frequently based on GRANTEE policy.

15. The GRANTEE agrees to keep time and attendance sheets signed by the employee and supervisory official having first hand knowledge of the work performed by the grant funded employees.

16. The GRANTEE agrees that it will submit financial and activity reports to the COMMISSION on forms/format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities. In the event reports are not received on or before the indicated date(s), funding will be suspended until such time as delinquent report(s) are received. These reports are submitted according to the following schedule:

| Report Period: | Due Date: |
|--------------------------------------|------------------|
| July 1, 2003 to September 30, 2003 | October 31, 2003 |
| October 1, 2003 to December 31, 2003 | January 31, 2004 |
| January 1, 2004 to March 31, 2004 | April 30, 2004 |
| April 1, 2004 to June 30, 2004 | August 15, 2004 |
| Annual Report | August 15, 2004 |

More frequent reports may be required for GRANTEES who are considered high risk.

17. The GRANTEE assures that it will collect and maintain information on victim services provided by ethnicity, sex, age and disability.

18. All goods and services must be received by the GRANTEE within 60 days of the expiration of this award.

19. The GRANTEE agrees to obtain COMMISSION approval for all sole-source procurements in excess of \$100,000.
20. The GRANTEE agrees to obtain COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$450 per day.
21. The GRANTEE agrees to utilize the *Computer Hardware and Software Vendor Guidelines* distributed by the COMMISSION when purchasing hardware and software with grant funds.
22. The GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.
23. No funds shall be used to supplant Federal, State, county or local funds that would otherwise be made available for such purposes.
24. The GRANTEE agrees that it is acting as an independent contractor and agrees to hold the COMMISSION harmless for the actions of the GRANTEE's employees.
25. The GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to the GRANTEE in exchange for grant funds provided under this Agreement.
26. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 1501 et seq.
27. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as provided in paragraph 26 of this Agreement pertaining to disputes which are subject to arbitration.
28. The GRANTEE understands that grant funds will not be released until all required reports and reversion of funds from the prior year grant are submitted to the COMMISSION.
29. The GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.
30. The GRANTEE agrees to comply with the applicable laws and provisions of the Arizona Crime Victim Assistance Program Rules, R10-4-201 through R10-4-204 for the Crime Victim Assistance Program administered by the COMMISSION.

31. The GRANTEE agrees to utilize the *Data Dictionary*, approved and distributed by the COMMISSION, as the data entry standard for information systems when improving or updating an existing Information System. The GRANTEE agrees to utilize the *Data Dictionary* as the data entry standard in any new system or when an existing Information System is replaced.

Link: *Data Dictionary* <http://www.acjc.state.az.us> (Currently not available on-line. Call if you need one.)

32. The GRANTEE should, to the extent possible and practical integrate their criminal justice records system with other criminal justice agency record systems in the state. This will enhance the overall effectiveness of the Arizona Criminal Justice Records System.

33. The GRANTEE should, to the extent possible and practical share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

34. The GRANTEE agrees to comply with all Federal Civil Rights Laws, including Title VI of the Civil Rights Act of 1964, as amended. All applicable state laws of A.R.S. § 41-1463, and Executive Orders 1999-4 and 2000-4. These laws prohibit discrimination on the basis of race, color, religion, sex and national origin including Limited English Proficiency (LEP) in the delivery of service. In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against the GRANTEE, the GRANTEE will forward a copy of the findings to the COMMISSION.

35. The GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.

36. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.

37. The GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way or to any extent engaged in conduct of political activities in violation of U.S.C. Title 5, Part II, Chapter 15, Section 1502.

38. The GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of service required under this Agreement.

39. The GRANTEE assures that it will comply with all State and Federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality.

40. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511.
41. This Agreement will be cancelled if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.
42. If any provision of this Agreement is held invalid the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Mayor or City Manager

Date

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the Commission with the signed Agreement.

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE

Date

Statutory or other legal authority to enter into Agreement:

Appropriate A.R.S., ordinance, or charter reference

FOR CRIMINAL JUSTICE COMMISSION:

Michael D. Branham, Executive Director
Arizona Criminal Justice Commission

Date